

|   |  |  |  |  |                                    |  |
|---|--|--|--|--|------------------------------------|--|
| <b>SOLICITATION, OFFER AND AWARD</b>  |  |  | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> |  | <b>Rating</b><br>DOA5              | <b>Page</b> 1 of 36                                |
| <b>2. Contract No.</b>  |  | <b>3. Solicitation No.</b><br>W52H09-04-R-0380 |  | <b>4. Type of Solicitation</b><br>Negotiated (RFP) | <b>5. Date Issued</b><br>2004JUL19 | <b>6. Requisition/Purchase No.</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>TACOM-ROCK ISLAND<br>AMSTA-AQ-ARC-B<br>ROCK ISLAND IL 61299-7630 |  |  | <b>Code</b><br>W52H09  | <b>8. Address Offer To (If Other Than Item 7)</b>  |                                    |  |

**SOLICITATION**

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 12:00pm (hour) local time 2004JUL29 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

|                                  |  |  |
|----------------------------------|--|--|
| <b>10. For Information Call:</b> | <b>Name</b> JANE NELSON<br><b>E-mail address:</b> THORNTONJ@RIA.ARMY.MIL | <b>Telephone No. (Include Area Code) (NO Collect Calls)</b><br>(309)782-5626 |
|----------------------------------|--|--|

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

| Amendment Number | Date | Amendment Number | Date |
|------------------|------|------------------|------|
|                  |      |                  |      |
|                  |      |                  |      |

|  |  |   |                 |  |                       |
|--|--|---|-----------------|--|-----------------------|
| <b>15A. Contractor/Offeror/Quoter</b>            |  | <b>Code</b>   | <b>Facility</b> | <b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b> |                       |
| <b>15B. Telephone Number (Include Area Code)</b> |  | <b>15C. Check if Remittance Address is</b><br><input type="checkbox"/> Different From Blk 15A-<br>Furnish Such Address In Offer |                 | <b>17. Signature</b>   | <b>18. Offer Date</b> |

**AWARD (To be completed by Government)**

|  |  |                   |   |                       |
|--|--|-------------------|---|-----------------------|
| <b>19. Accepted As To Items Numbered</b>   |  | <b>20. Amount</b> | <b>21. Accounting And Appropriation</b>   |                       |
| <b>22. Authority For Using Other Than Full And Open Competition:</b><br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) |  |                   | <b>23. Submit Invoices To Address Shown In</b><br>(4 copies unless otherwise specified) |                       |
| <b>24. Administered By (If other than Item 7)</b>  |  | <b>Code</b>       | <b>25. Payment Will Be Made By</b>  |                       |
| SCD PAS ADP PT   |  |                   |   |                       |
| <b>26. Name of Contracting Officer (Type or Print)</b>   |  |                   | <b>27. United States Of America</b><br><br>(Signature of Contracting Officer)           | <b>28. Award Date</b> |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

|                           |  |                                       |
|---------------------------|--|---------------------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W52H09-04-R-0380 <b>MOD/AMD</b> | <b>Page 2 of 36</b><br><b>REPRINT</b> |
|---------------------------|--|---------------------------------------|

**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

A-001 Request for Quotation (RFQ) W52H09-04-T-0197 is converted to a competitive, negotiated procurement. Enclosed drawings are hereby incorporated by reference (Attachments 001 through 003)

A-01 A firm fixed-priced type contract will be awarded. The Government will purchase one each, Environmental Chamber in accordance with the terms and conditions herein.

A-02 The Contractor shall manufacture the Environmental Chamber and ship to the Government for inspection and testing, and approval by the Government. The Contract may coordinate and expedite the shipment at no additional cost to the Government and with coordination with the Government POCs. The POCs and Ship To Address are:

Research Development and Engineering Command-Rock Island (ECBC-RI)  
ATTN: AMSRD-ECB-END-S (Mssrs. William R. Meyer or Nino L. Bonavito)  
Building 61  
Rock Island, Illinois 61299

william.r.meyer@us.army.mil 309-782-5404  
nino.bonavito@us.army.mil 309-782-3809

A-03 The Contractor shall deliver on or before 2004SEP15.

A-04 FOB: Destination.

\*\*\* END OF NARRATIVE A 001 \*\*\*

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--------------|-------------|
|------------------------|--------------|-------------|

|     |        |  |          |
|-----|--------|--|----------|
| A-1 | HQ, DA | NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES | JUL/1993 |
|-----|--------|--|----------|

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(End of Clause)

(AA7020)

|     |                         |                                 |          |
|-----|-------------------------|---------------------------------|----------|
| A-2 | 52.201-4501<br>TACOM-RI | NOTICE ABOUT TACOM-RI OMBUDSMAN | APR/2002 |
|-----|-------------------------|---------------------------------|----------|

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

Name of Offeror or Contractor:

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI  
AMSTA-AQ-AR (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3224  
Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-3            52.204-4505            DISCLOSURE OF UNIT PRICE INFORMATION            FEB/2003  
TACOM-RI

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23,1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.

(End of clause)

AS7909

A-4            52.210-4516            COMMERCIAL EQUIVALENT ITEM(S)            JUN/1998  
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-5            52.211-4506            INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS            DEC/1997  
TACOM-RI

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

| SPI   | MILITARY/FEDERAL<br>SPEC/STANDARD | LOCATION OF<br>REQUIREMENT | FACILITY | ACO   |
|-------|-----------------------------------|----------------------------|----------|-------|
| _____ | _____                             | _____                      | _____    | _____ |
| _____ | _____                             | _____                      | _____    | _____ |

|                           |  |                                |
|---------------------------|--|--------------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W52H09-04-R-0380 <b>MOD/AMD</b> | <b>Page 4 of 36</b><br>REPRINT |
|---------------------------|--|--------------------------------|

**Name of Offeror or Contractor:**

\_\_\_\_\_

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

|            |                |
|------------|----------------|
| CLIN _____ | PRICE \$ _____ |
| CLIN _____ | PRICE \$ _____ |
| CLIN _____ | PRICE \$ _____ |
| CLIN _____ | PRICE \$ _____ |

(End of clause)

(AS7008)

|     |             |                              |          |
|-----|-------------|------------------------------|----------|
| A-6 | 52.211-4507 | NOTICE OF URGENT REQUIREMENT | NOV/2001 |
|     | TACOM-RI    |                              |          |

TACOM considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.

(End of Clause)

AS7911

|     |             |   |          |
|-----|-------------|---|----------|
| A-7 | 52.215-4503 | NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED | FEB/2002 |
|     | TACOM-RI    |   |          |

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

|                           |  |  |
|---------------------------|--|--|
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|---------------------------|--|--|

**Name of Offeror or Contractor:**

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-8                      52.233-4503                      AMC-LEVEL PROTEST PROGRAM                      JUN/1998  
TACOM-RI  
(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
9301 Chapek Rd 2-1SE3401  
Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875  
Voice Number (703) 806-8762

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Clause)

(AS7010)

A-9                      52.243-4510                      DIRECT VENDOR DELIVERY                      JAN/1999  
TACOM-RI

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

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(End of clause)

|                    |   |                         |
|--------------------|---|-------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN W52H09-04-R-0380 MOD/AMD | Page 6 of 36<br>REPRINT |
|--------------------|---|-------------------------|

**Name of Offeror or Contractor:**

(AS7012)

A-10 52.246-4515 INCLUSION OF TESTING COSTS JUL/2003  
TACOM-  
RI/CHEMICAL

1. All test costs associated with the performance of this contract shall be borne by the contractor and shall be part of the overall unit cost of the item(s) to be delivered under this contract.

2. These costs shall included but are not limited to:

- (a) First Article Test (FAT).
- (b) All pre-production material evaluations.
- (c) All production lot acceptance inspection/test costs required to be performed or directed by government documents, contract clauses, drawing, specification or publications used to determine material compliance or suitability for use in this contract.
- (d) All transportation and/or shipping costs associated with the performance of FA tests and/or production lot testing/acceptance inspection.
- (e) All inspections and tests performed by government or commercial test laboratories.

3. Testing that cannot be performed by a commercial testing laboratory because it involves actual chemical agents or simulant, and/or unique equipment may be contracted with the Edgewood Chemical Biological Center (ECBC) Test Laboratories, Aberdeen Proving Grounds, MD. A test service agreement (TSA) will be established for this testing. It is the responsibility of the contractor to contact the ECBC Testing Laboratories for a cost estimate of the testing, which will be included in the contractor's proposed unit price.

4. Contacts for obtaining cost estimates for agent simulant and physical testing chemical agent testing are as follows:

For agent or simulant and physical testing:

Mr. Jerald Ford, AMSSB-REN-SN, 410/436-2284, or Email: [JERALD.K.FORD@US.ARMY.MIL](mailto:JERALD.K.FORD@US.ARMY.MIL).

And/or:

For chemical agent testing:

Mr. Lee Campbell, AMSSB-RRT-AE, 410/436-5183 or Email: [LEE.E.CAMPBELL@US.ARMY.MIL](mailto:LEE.E.CAMPBELL@US.ARMY.MIL).

5. Immediately after contract award to the successful offeror, the contractor shall contact Mr. Ron Hinkle, AMSSB-RAS-C at 410/436-2031 or Email: [RON.HINKLE@US.ARMY.MIL](mailto:RON.HINKLE@US.ARMY.MIL) to establish a TSA for necessary Edgewood Chemical Biological Center testing support.

(End of clause)

(AS7020)

**Name of Offeror or Contractor:**

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS                        |          |      |            |        |
| 0001    | SECURITY CLASS: Unclassified   |          |      |            |        |
| 0001AA  | <u>FIRST ARTICLE TEST REPORT</u>   |          |      |            |        |
|         | <u>Packaging and Marking</u><br>Government Approval/Disapproval Days: 60 |          |      |            |        |
| 0001AB  | <u>ENVIRONMENTAL CHAMBER</u>   |          |      |            |        |
|         | <u>Packaging and Marking</u>   |          |      |            |        |

|                                       |  |                                |
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| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52H09-04-R-0380 <b>MOD/AMD</b> | <b>Page 8 of 36</b><br>REPRINT |
| <b>Name of Offeror or Contractor:</b> |  |                                |

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1                                Scope Of Work Vibration for Environmental Chamber

The Government requires one each, environmental chamber that will go over and interface with a L.A.B. Equipment Inc. Model 1250 Transportation Simulator. This environmental chamber must be portable, allowing for rolling on to and away from the vibration table so samples can be installed onto the transportation simulator. The environmental chamber must have a minimum an operating range of -40 degrees f. to +170. and the environmental chamber must operate and maintain this temperature range while the vibration table is in operation. This chamber must also be large enough to allow full use of the 60 inch by 60-inch vibration table deck. See specification below for additional information regarding the environmental chamber requirements:

C.2                                Environmental Chamber Specifications

- 1) Internal Dimensions (Minimum)
  - Width 60 inches
  - Depth 60 inches
  - Height 60 inches
- 2) External Maximum Assembled Height of 96 inches
- 3) Prior To Assembly The Component parts Must Fit Thru A Door
  - 84 Inches High
  - 69 Inches Wide
- 4) One Door Which Opens Full Width & Height
- 5) One Window With The Following Dimensions
  - 12 Inches Wide
  - 12 Inches High
- 6) Minimum of One Test Port Not Less Than 4 inches in diameter
- 7) Portability by Steel Rollers or Rubber Casters for movement to and from the vibration table.
- 8) Steel Exterior Construction
- 9) Non Corroding Interior prefer Stainless Steel
- 10) Heating and Cooling Capacity for a Maximum Test Load of 1200 pounds
- 11) Base Sealing Area To Accommodate as a minimum of 1-inch displacement of the vibration table while maintaining a seal
- 12) Accommodate an Adjustable rear and forward fences on the vibration table
- 13) Electrical requirements of 230 Volts/60 Hz
- 14) Instrumentation to include temperature recording equipment and temperature controlling equipment. RS 232 interface
- 15) External cooling package i.e. Air Cooled Condensers to be mounted outside.
- 16) Freight is included.
- 17) Contractor to present chamber design prior to contract award
- 18) Interior Light
- 19) Temperature Range -40 degees f. to +170 degrees f. with a ramp rate of 8 hours over the entire range either way
- 21) Electrical Requirements Comply with NEMA, UL Specs.
- 22) Mechanical Package Single or dual stage machinery package



|                                       |   |                                |
|---------------------------------------|---|--------------------------------|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52H09-04-R-0380<br><b>MOD/AMD</b> | <b>Page 9 of 36</b><br>REPRINT |
| <b>Name of Offeror or Contractor:</b> |   |                                |

- 23) Coolant Environmentally friendly refrigerant
- 24)Condenser Outdoors remote located air or water cooled
- 25)Connections Exceeds 50 feet from the chamber to outside
- 26)Floor Plug Solid floor Plug convert to standard chamber
- 27) Installation Complete installation, start-up, training
- 28) Manuals Minimum 2 Sets of operator/maintenance manuals
- 29)Calibration Calibrated to NIST traceable standards
- 30) Stability + or - 0.5 degrees f. at temperature
- 31) Protection High and low temperature protection

C-2.1 Drawings. See Attachments 001 through 003.

C-3 The Government will purchase one each, Environmental Chamber in accordance with the terms and conditions herein.

C.4 The Contractor shall manufacture the Environmental Chamber and ship to the Government for inspection and testing, and approval by the Government. The Contract may coordinate and expedite the shipment at no additional cost to the Government and with coordination with the Government POCs. The POCs and Ship To Address are:

Research Development and Engineering Command-Rock Island (ECBC-RI)  
ATTN: AMSRD-ECB-END-S (Mssrs. William R. Meyer or Nino L. Bonavito)  
Building 61  
Rock Island, Illinois 61299

william.r.meyer@us.army.mil 309-782-5404  
nino.bonavito@us.army.mil 309-782-3809

C.5 The Contractor shall deliver on or before 2004MAY29.

C.6 FOB: Destination.

|                                |                          |             |
|--------------------------------|--------------------------|-------------|
| *** END OF NARRATIVE C 001 *** |                          |             |
| <u>Regulatory Cite</u>         | <u>Title</u>             | <u>Date</u> |
| C-1 52.248-4502 SBCCOM         | CONFIGURATION MANAGEMENT | MAY/2002    |

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with block 4 of the enclosed DD Form 1423, Contract Data Requirements List (CDRL). The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs. These documents shall be submitted electronically in accordance with block 14 of the enclosed DD Form 1423, CDRL. MIL-HDBK-61 may be used for general guidance on Configuration Management.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7112)

|                           |   |                                 |
|---------------------------|---|---------------------------------|
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|---------------------------|---|---------------------------------|

**Name of Offeror or Contractor:**

SECTION D - PACKAGING AND MARKING  
D-01                   The Contractor shall package, ship, and deliver the equipment to protect the equipment until acceptance by the Government and in accordance with the best commercial industry practices.

\*\*\* END OF NARRATIVE D 001 \*\*\*

|                           |  |                                 |
|---------------------------|--|---------------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W52H09-04-R-0380 <b>MOD/AMD</b> | <b>Page 11 of 36</b><br>REPRINT |
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**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

E.1                                      FOB TERMS:    Destination

E.2                                      The Contractor shall coordinate delivery and set-up with the Government's Technical Contracting Officer's Representative, Mr. William R. Meyer, 309-782-5404 prior to shipping the equipment. The Contractor shall delivery and set-up the equipment at TACOM-ROCK ISLAND, Building 61, Rock Island Arsenal, Illinois 61299.

E.3                                      Inspection and Acceptance shall be at destination.

\*\*\* END OF NARRATIVE E 001 \*\*\*

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/                      or                      www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>                              | <u>Date</u> |
|-----|------------------------|---|-------------|
| E-1 | 52.246-2               | INSPECTION OF SUPPLIES - FIXED-PRICE      | AUG/1996    |
| E-2 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES               | APR/1984    |
| E-3 | 52.246-11              | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT | FEB/1999    |

The Contractor shall comply with the higher-level quality standard below. The Contractor shall be fully compliant prior to award of this contract.

| Title           | Number | Date | Tailoring |
|-----------------|--------|------|-----------|
| NA              |        |      |           |
| (End of clause) |        |      |           |

(EF6002)

|     |             |   |          |
|-----|-------------|---|----------|
| E-4 | 52.246-4528 | REWORK AND REPAIR OF NONCONFORMING MATERIAL | MAY/1994 |
|     | TACOM-RI    |   |          |

- a. Rework and Repair are defined as follows:
- (1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

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| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52H09-04-R-0380<br><b>MOD/AMD</b> | <b>Page 12 of 36</b><br>REPRINT |
| <b>Name of Offeror or Contractor:</b> |   |                                 |

(End of Clause)

(ES7012)

| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN W52H09-04-R-0380 MOD/AMD | Page 13 of 36<br>REPRINT |
|--------------------|---|--------------------------|
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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

F.1 The POCs and Ship To Address are:

Research Development and Engineering Command-Rock Island (ECBC-RI)  
ATTN: AMSRD-ECB-END-S (Mssrs. William R. Meyer or Nino L. Bonavito)  
Building 61  
Rock Island, Illinois 61299

william.r.meyer@us.army.mil 309-782-5404  
nino.bonavito@us.army.mil 309-782-3809

F.2 The Contractor shall deliver on or before 2004JUN15.

F.3 FOB: Destination.

\*\*\* END OF NARRATIVE F 001 \*\*\*

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

|     | Regulatory Cite | Title   | Date     |
|-----|-----------------|---|----------|
| F-1 | 52.242-15       | STOP-WORK ORDER   | AUG/1989 |
| F-2 | 52.242-17       | GOVERNMENT DELAY OF WORK                                | APR/1984 |
| F-3 | 52.247-34       | F.O.B. DESTINATION                                      | NOV/1991 |
| F-4 | 52.247-35       | F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES         | APR/1984 |
| F-5 | 52.247-48       | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT               | FEB/1999 |
| F-6 | 52.247-58       | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS | APR/1984 |
| F-7 | 252.211-7003    | ITEM IDENTIFICATION AND VALUATION                       | JAN/2004 |

[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraphs (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(ii), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified; however, the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid.>]

(a) Definitions. As used in this clause--Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

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| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52H09-04-R-0380      MOD/AMD</p> | <p style="text-align: center;"><b>Page 14 of 36</b></p> <p style="text-align: center;">REPRINT</p> |
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**Name of Offeror or Contractor:**

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition--

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again.

The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identification.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--
- (i) All items for which the Government's unit acquisition cost is \$5,000 or more; and
- (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

TBD

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number TBD or Contract Data Requirements List Item Number TBD.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely

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**Name of Offeror or Contractor:**

Identifying Items, available at <http://www.acq.osd.mil/uid>.

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.\*

(2) Unique identifier\*\*, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if DoD unique item identifier is used).\*\*

(5) Enterprise identifier (if DoD unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Serial number.\*\*

(8) Quantity shipped.\*

(9) Unit of measure.\*

(10) Government's unit acquisition cost.\*

(11) Ship-to code.

(12) Shipment date.

(13) Contractor's CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number.\*

(16) Acceptance code.

\* Once per contract line, subline, or exhibit line item.

\*\* Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if DoD unique item identifier is used).\*\*

(5) Enterprise identifier (if DoD unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Serial number.\*\*

(8) Unit of measure.

(9) Description.

\*\* Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

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| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52H09-04-R-0380 <b>MOD/AMD</b> | <b>Page 16 of 36</b><br>REPRINT |
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F-8

52.247-4531

COGNIZANT TRANSPORTATION OFFICER

MAY/1993

TACOM-RI

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)



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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

|     | <u>Regulatory Cite</u>  | <u>Title</u>  | <u>Date</u> |
|-----|-------------------------|---|-------------|
| H-1 | 252.247-7023<br>DFARS   | TRANSPORTATION OF SUPPLIES BY SEA                     | MAY/2002    |
| H-2 | 252.247-7024<br>DFARS   | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA     | MAR/2000    |
| H-3 | 52.246-4500<br>TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | NOV/2001    |

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is NelsonJ@ria.army.mil. The data fax number for submission is 309-782-1218, ATTN: Ms. Jane E. Nelson.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

(1) The FMS/MAP copies may be submitted to: NA

(End of Clause)

(HS6510)

|     |                         |  |          |
|-----|-------------------------|--|----------|
| H-4 | 52.247-4545<br>TACOM-RI | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
|-----|-------------------------|--|----------|

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

|                           |  |                |                      |
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**Name of Offeror or Contractor:**

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

|      | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|------|------------------------|---|-------------|
| I-1  | 52.202-1               | DEFINITIONS   | JUL/2004    |
| I-2  | 52.203-3               | GRATUITIES  | APR/1984    |
| I-3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES  | APR/1984    |
| I-4  | 52.203-8               | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997    |
| I-5  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997    |
| I-6  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  | JUN/2003    |
| I-7  | 52.204-4               | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER  | AUG/2000    |
| I-8  | 52.204-7               | CENTRAL CONTRACTOR REGISTRATION   | OCT/2003    |
| I-9  | 52.209-6               | PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/1995    |
| I-10 | 52.211-5               | MATERIAL REQUIREMENTS   | AUG/2000    |
| I-11 | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS  | SEP/1990    |
| I-12 | 52.215-2               | AUDIT AND RECORDS - NEGOTIATION   | JUN/1999    |
| I-13 | 52.215-14              | INTEGRITY OF UNIT PRICES  | OCT/1997    |
| I-14 | 52.219-8               | UTILIZATION OF SMALL BUSINESS CONCERNS  | OCT/2000    |
| I-15 | 52.222-19              | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES   | JUN/2004    |
| I-16 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999    |
| I-17 | 52.222-26              | EQUAL OPPORTUNITY   | APR/2002    |
| I-18 | 52.222-35              | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS               | DEC/2001    |
| I-19 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES  | JUN/1998    |
| I-20 | 52.222-37              | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS               | DEC/2001    |
| I-21 | 52.223-6               | DRUG-FREE WORKPLACE   | MAY/2001    |
| I-22 | 52.223-14              | TOXIC CHEMICAL RELEASE REPORTING  | AUG/2003    |
| I-23 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)   | JAN/2004    |
| I-24 | 52.227-2               | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT   | AUG/1996    |
| I-25 | 52.229-3               | FEDERAL, STATE, AND LOCAL TAXES   | APR/2003    |
| I-26 | 52.232-1               | PAYMENTS  | APR/1984    |
| I-27 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT  | FEB/2002    |
| I-28 | 52.232-11              | EXTRAS  | APR/1984    |
| I-29 | 52.232-17              | INTEREST  | JUN/1996    |
| I-30 | 52.232-23              | ASSIGNMENT OF CLAIMS - ALTERNATE I  | APR/1984    |
| I-31 | 52.232-25              | PROMPT PAYMENT  | OCT/2003    |
| I-32 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION  | OCT/2003    |
| I-33 | 52.233-1               | DISPUTES  | JUL/2002    |
| I-34 | 52.233-3               | PROTEST AFTER AWARD   | AUG/1996    |
| I-35 | 52.242-13              | BANKRUPTCY  | JUL/1995    |
| I-36 | 52.243-1               | CHANGES - FIXED PRICE   | AUG/1987    |
| I-37 | 52.244-6               | SUBCONTRACTS FOR COMMERCIAL ITEMS   | JUL/2003    |
| I-38 | 52.246-23              | LIMITATION OF LIABILITY   | FEB/1997    |
| I-39 | 52.247-63              | PREFERENCE FOR U.S. - FLAG AIR CARRIERS   | JUN/2003    |
| I-40 | 52.248-1               | VALUE ENGINEERING   | FEB/2000    |
| I-41 | 52.249-2               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)   | MAY/2004    |
| I-42 | 52.249-8               | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  | APR/1984    |
| I-43 | 52.253-1               | COMPUTER GENERATED FORMS  | JAN/1991    |
| I-44 | 252.201-7000<br>DFARS  | CONTRACTING OFFICER'S REPRESENTATIVE  | DEC/1991    |
| I-45 | 252.203-7001           | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-  | MAR/1999    |

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|      | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|------|------------------------|---|-------------|
|      | DFARS                  | RELATED FELONIES  |             |
| I-46 | 252.204-7003           | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT                        | APR/1992    |
|      | DFARS                  |   |             |
| I-47 | 252.209-7000           | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER | NOV/1995    |
|      | DFARS                  | THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY                  |             |
| I-48 | 252.225-7001           | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM                    | APR/2003    |
|      | DFARS                  |   |             |
| I-49 | 252.225-7002           | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS                        | APR/2003    |
|      | DFARS                  |   |             |
| I-50 | 252.225-7012           | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES                         | MAY/2004    |
|      | DFARS                  |   |             |
| I-51 | 252.225-7013           | DUTY-FREE ENTRY   | JAN/2004    |
|      | DFARS                  |   |             |
| I-52 | 252.225-7016           | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS              | MAY/2004    |
|      | DFARS                  |   |             |
| I-53 | 252.225-7025           | RESTRICTION ON ACQUISITION OF FORGINGS                              | APR/2003    |
|      | DFARS                  |   |             |
| I-54 | 252.229-7000           | INVOICES EXCLUSIVE OF TAXES OR DUTIES                               | JUN/1997    |
|      | DFARS                  |   |             |
| I-55 | 252.229-7001           | TAX RELIEF - ALTERNATE I  | JUN/1997    |
|      | DFARS                  |   |             |
| I-56 | 252.229-7003           | TAX EXEMPTIONS (ITALY)  | JAN/2002    |
|      | DFARS                  |   |             |
| I-57 | 252.229-7005           | TAX EXEMPTIONS (SPAIN)  | JUN/1997    |
|      | DFARS                  |   |             |
| I-58 | 252.229-7006           | VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)                          | JUN/1997    |
|      | DFARS                  |   |             |
| I-59 | 252.229-7007           | VERIFICATION OF UNITED STATES RECEIPT OF GOODS                      | JUN/1997    |
|      | DFARS                  |   |             |
| I-60 | 252.231-7000           | SUPPLEMENTAL COST PRINCIPLES  | DEC/1991    |
|      | DFARS                  |   |             |
| I-61 | 252.232-7003           | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS                           | JAN/2004    |
|      | DFARS                  |   |             |
| I-62 | 252.232-7008           | ASSIGNMENT OF CLAIMS (OVERSEAS)                                     | JUN/1997    |
|      | DFARS                  |   |             |
| I-63 | 252.233-7001           | CHOICE OF LAWS (OVERSEAS)   | JUN/1997    |
|      | DFARS                  |   |             |
| I-64 | 252.242-7000           | POSTAWARD CONFERENCE  | DEC/1991    |
|      | DFARS                  |   |             |
| I-65 | 252.243-7001           | PRICING OF CONTRACT MODIFICATIONS                                   | DEC/1991    |
|      | DFARS                  |   |             |
| I-66 | 252.243-7002           | REQUESTS FOR EQUITABLE ADJUSTMENT                                   | MAR/1998    |
|      | DFARS                  |   |             |
| I-67 | 252.246-7000           | MATERIAL INSPECTION AND RECEIVING REPORT                            | MAR/2003    |
|      | DFARS                  |   |             |
| I-68 | 52.203-6               | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT               | JUL/1995    |

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

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**Name of Offeror or Contractor:**

(IF7210)

I-69      52.203-7      ANTI-KICKBACK PROCEDURES      JUL/1995

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

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I-70      52.215-8      ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT      OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-71      52.219-4      NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.      JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference.

(ii) Otherwise successful offers from small business concerns.

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_\_Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance

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incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(IF7004)

I-72 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-73 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

(IF7220)

I-74 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

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(IF7016)

I-75      252.211-7005      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS      FEB/2003  
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmi.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:\_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

\_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)



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SECTION J - LIST OF ATTACHMENTS

| <u>List of<br/>Addenda</u> | <u>Title</u>           | <u>Date</u> | <u>Number<br/>of Pages</u> | <u>Transmitted By</u> |
|----------------------------|------------------------|-------------|----------------------------|-----------------------|
| Attachment 001             | FOUNDATION REQUIREMENT |             | 001                        | DATA                  |
| Attachment 002             | DIMENSIONAL VIEW       | 12-JUL-2004 | 001                        | DATA                  |
| Attachment 003             | FIGURE 12              |             | 001                        | DATA                  |

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <https://aaais.ria.army.mil/aaais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

| <u>List of<br/>Addenda</u> | <u>Title</u>   | <u>Date</u> | <u>Number<br/>of Pages</u> |
|----------------------------|--|-------------|----------------------------|
| Attachment 1A              | Instructions for Completing DD Form 1423                               | JUN 90      | 1 Pg                       |
| Attachment 2A              | IOC Form 715-3   | FEB 96      | 2 Pgs                      |
| Attachment 3A              | AMCCOM Form 71-R   | 01OCT88     | 2 Pgs                      |
| Attachment 4A              | Guidance on Documentation of Contract<br>Data Requirements List (CDRL) |             | 2 Pgs                      |
| Attachment 5A              | Disclosure of Lobbying Activities (SF-LLL)                             |             | 3 Pgs                      |
| Attachment 6A              | Data Delivery Description - Engineering Change Proposal                | JUL 01      | 9 Pgs                      |
| Attachment 7A              | Data Delivery Description - Notice of Revision                         | JUL 01      | 2 Pgs                      |
| Attachment 8A              | Data Delivery Description - Request for Deviation                      | JUL 01      | 4 Pgs                      |
| (End of Clause)            |  |             |                            |
| (JS7001)                   |  |             |                            |

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>      or      [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

|  | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|--|------------------------|--|-------------|
| K-1  | 52.203-11              | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN<br>FEDERAL TRANSACTIONS       | APR/1991    |
| K-2  | 52.204-6               | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER  | OCT/2003    |
| K-3  | 252.209-7001           | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST<br>COUNTRY                     | MAR/1998    |
| K-4  | 252.209-7004           | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE<br>GOVERNMENT OF A TERRORIST COUNTRY | MAR/1998    |
| K-5  | 252.225-7031           | SECONDARY ARAB BOYCOTT OF ISRAEL   | APR/2003    |
| K-6  | 52.219-1               | SMALL BUSINESS PROGRAM REPRESENTATIONS - ALTERNATE I   | APR/2002    |
| (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334516   |                        |  |             |
| (2) The small business size standard is 500.   |                        |  |             |
| (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.  |                        |  |             |
| (b) Representations. (1) The offeror represents as part of its offer that it____is,____is not a small business concern.  |                        |  |             |
| (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a small disadvantaged business concern as defined in 13 CFR 124.1002.  |                        |  |             |
| (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a women-owned small business concern.  |                        |  |             |
| (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that -  |                        |  |             |
| (i) it<br>____is<br>____is not<br>a veteran-owned small business concern.  |                        |  |             |
| (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it<br>____is<br>____is not<br>a service-disabled veteran-owned small business concern.   |                        |  |             |
| (6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that -  |                        |  |             |
| (i) it<br>____is<br>____is not<br>a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and |                        |  |             |

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- (ii) it
- \_\_\_is
- \_\_\_is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

- \_\_\_\_\_ Black American.
- \_\_\_\_\_ Hispanic American.
- \_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- \_\_\_\_\_ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji,Tonga, Kirbati, Tuvalu, or Naura).
- \_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- \_\_\_\_\_ Individual/concern, other than one of the preceding.

- (c) Definitions. As used in this provision -
- "Service-disabled veteran-owned small business concern" -

- (1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less that 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and sever disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

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(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6014)

|     |          |  |          |
|-----|----------|--|----------|
| K-7 | 52.203-2 | CERTIFICATE OF INDEPENDENT PRICE DETERMINATION | APR/1985 |
|-----|----------|--|----------|

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above\_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
  - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(KF7005)

|     |          |                                       |          |
|-----|----------|---------------------------------------|----------|
| K-8 | 52.207-4 | ECONOMIC PURCHASE QUANTITY - SUPPLIES | AUG/1987 |
|-----|----------|---------------------------------------|----------|

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested

Name of Offeror or Contractor:

in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

| ITEM | QUANTITY | PRICE<br>QUOTATION | TOTAL |
|------|----------|--------------------|-------|
|      |          |                    |       |
|      |          |                    |       |
|      |          |                    |       |
|      |          |                    |       |

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

(KF7003)

|     |          |  |          |
|-----|----------|--|----------|
| K-9 | 52.209-5 | CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,<br>AND OTHER RESPONSIBILITY MATTERS | DEC/2001 |
|-----|----------|--|----------|

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( )  
are not ( )

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( )  
have not ( ),

within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and

(C) Are ( )  
are not ( )

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( )  
has not ( ),

within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having

Name of Offeror or Contractor:

primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

(KF7038)

|      |          |                      |          |
|------|----------|----------------------|----------|
| K-10 | 52.215-6 | PLACE OF PERFORMANCE | OCT/1997 |
|------|----------|----------------------|----------|

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation,
- ( )intends,
  - ( )does not intend
- (check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks ''intends'' in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

|  |   |
|--|---|
| Place of Performance (Street<br>Address, City, State, County, Zip<br>Code) | Name and Address of Owner and<br>Operator of the Plant or Facility if<br>Other Than Offeror or Respondent |
| _____  | _____   |
| _____  | _____   |
| _____  | _____   |

(End of Provision)

(KF7023)

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| Name of Offeror or Contractor: |  |                          |

K-11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

K-12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that (a) it

( ) has developed and has on file,

( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it

( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

K-13 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in section 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(Note: The offeror must check the appropriate paragraph(s).)

\_\_\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

\_\_\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_\_\_ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System (NAICS) sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

\_\_\_\_\_ (v) The facility is not located in the United States or its outlying areas.

(End of Provision)

(KF7069)

|      |              |   |          |
|------|--------------|---|----------|
| K-14 | 252.247-7022 | REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA | AUG/1992 |
|      | DFARS        |   |          |

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Provision)

(KA7500)



|                           |  |                                 |
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 The Contractor shall submit with its offer, any and all descriptive data, necessary to the Government to determine that the equipment offered meets the minimum requirements of the Government. For example: a copy of the equipment brochure, or a copy of the manufacturer's fact sheet or the commercial or industry catalog page(s).

L.2 The Contractor shall submit an explanation of the warranty and/or guarantee that shall be provided to the Government at no additional cost.

L.3 The Contractor shall submit an explanation of the maintenance or preventative maintenance, if any, that shall be provided during the warranty and/or guarantee period of coverage. The Contractor shall specify the exact terms of the period of coverage.

L.4 The Contractor shall provide an explanation of the types of recommended maintenance and/or preventative maintenance agreements that are recommended, if any, upon the equipment's expiration of warranty/guarantee. Pricing information is to be included with any submitted maintenance and/or preventative maintenance agreements.

\*\*\* END OF NARRATIVE L 001 \*\*\*

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| L-1 | 52.215-1               | INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION                                   | JAN/2004    |
| L-2 | 52.215-20              | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA | OCT/1997    |
| L-3 | 52.222-38              | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS                          | DEC/2001    |
| L-4 | 52.216-1               | TYPE OF CONTRACT   | APR/1984    |

The Government contemplates award of a Firm Fixed-Priced contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-5      52.233-2      SERVICE OF PROTEST      AUG/1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Department of the Army  
TACOM-RI Contracting  
ATTN: AMSTA-AQ-ARCB, Mrs. Margaret C. Tuftee  
Building 62, 1st Floor NW  
Rock Island, Illinois 61299-7390

tufteem@ria.army.mil

309-782-7163.

A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the

|                           |  |                                 |
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**Name of Offeror or Contractor:**

GAO.

(End of Provision)

(LF6255)

L-6                      52.252-5                      AUTHORIZED DEVIATIONS IN PROVISIONS                      APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

L-7                      52.215-4510                      ELECTRONIC BIDS/OFFERS                      NOV/2001  
TACOM-RI

1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Bidders/Offerors/Quoters are required to submit their bids/offers/quotes for this solicitation via electronic response on the TACOM-RI Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047.

NOTE: ELECTRONIC RESPONSES: You may submit multiple files against a solicitation. However, all the files must only pertain to the one solicitation. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately and must be properly identified.

FACSIMILE RESPONSES: Facsimile bids or offers should only be sent to our secure facsimile machine at Area Code 309 782-2047. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately against that solicitation, and must be properly identified.

TACOM-RI will not be responsible for electronic or facsimile responses that are not submitted correctly and/or are improperly identified.

3. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<https://aaibids.ria.army.mil> and click on the icon for additional information.

4. Assuming that your bid/proposal/quote was transmitted successfully electronically, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation W52H09XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

[https://aaibids.ria.army.mil/aaib/Padd\\_web/index.html](https://aaibids.ria.army.mil/aaib/Padd_web/index.html)."

5. If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

6. Bids/Proposals/Quotes must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors/Quoters bear the responsibility of timely transmission of their bids/offers/quotes to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

(End of Provision)

(LS7011)

L-8                      52.215-4511                      ELECTRONIC AWARD NOTICE                      FEB/2002

|                                  |   |  |
|----------------------------------|---|--|
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|----------------------------------|---|--|

**Name of Offeror or Contractor:**

TACOM RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Federal Business Opportunities (FedBusOpps) or electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the FedBusOpps to determine if an award has been made. In this event, the vendor's failure to check the FedBusOpps to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

\_\_\_\_\_

(End of Provision)

(LS7013)

|                                       |  |                                 |
|---------------------------------------|--|---------------------------------|
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SECTION M - EVALUATION FACTORS FOR AWARD

M.1                               The Government reserves the right to make award without discussions or negotiations.

M.2                               The Government intends to award on the basis of low cost technically acceptable.

\*\*\* END OF NARRATIVE M 001 \*\*\*

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/      or      www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)